Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

The point involved in this case is one on which the authorities are in conflict. In 121 N. Y. 280, the court decided that a pledge of collateral to secure the defendants' indebtedness to the plaintiff bank, did not include debts due from the firm of which the defendant later became a member. The court said that the mercantile idea of a partnership is that it is a distinct person from the partners, and that as the mortgage was executed by business men, it must be construed in that sense, although in law the firm is not distinct from its partners. In 154 Mass. 359, the court decided that collateral deposited "applicable on any note or claim against me" by the pledgee could be held to secure acceptances by a firm to which the pledgor belonged which had been discounted by the pledgee The court says that partners must be considered as knowing that claims against their firm are claims against them personally, and that their written contracts must be construed in the light of such knowledge. In *Waterman* v. *Alden*, the court has adopted the New York view, thus reaching what seems the better result. It is hard to see why a court when construing a business man's instrument should refuse to read it in the light of an ordinary man's knowledge, should insist on presuming that a man knows what very few probably do really know, and then construe the instrument with a total disregard for what is meant by the parties.

WILL — CONSTRUCTION. — A testator devises a freehold estate to seven persons as "joint tenants, and not as tenants in common, and to the survivor of them, his or her heirs and assigns forever." The testator died after the coming into operation of the Wills Act (1 Vict. c. 26, the effect of which was to make the word "heirs" unnecessary to the devise of a fee). *Held*, that the effect of the devise was to make the devisees joint tenants for life, with a contingent remainder in fee to the survivor. *Quarm* v. *Quarm* [1892], 1 Q. B. 184 (Eng.).

REVIEWS.

COMMENTARIES ON THE LAW OF SALES AND COLLATERAL SUBJECTS, by Jeremiah Travis, LL.B. Two volumes, pp. xiii, 808. Boston: Little, Brown, & Co., 1892.

The author's claim in behalf of these two large volumes is that they present a fresh treatment of their topic: "the work is an absolutely new one on the subject, not a rehash of Blackburn, Benjamin, or any other writer" (p. xiii). This claim to independence is justified. Mr. Travis's book has nothing in common with the undigested compilations of authorities, — good, bad, and indifferent thrown in together, — which sometimes masquerade as treatises on the law. So much one can say in praise of its general plan. One should add that on many points the author's criticisms are acute; that his industry must have been enormous; that the book is provided with an excellent analytical index; and that the work of printer and binder, as might have been expected, is admirably done.

As a whole, however, the book will supersede neither Blackburn nor Benjamin. To the student, the former is infinitely more helpful. The general impression left by Mr. Travis is that he has criticised cases rather than principles, and the result in the reader's mind is confusion. There is too much detail; the book is too big. Yet, curiously, the objection brought against it by the general practitioner will be exactly the reverse of this. Mr. Travis not only treats the existing case law very cavalierly, but he fails to state with even reasonable fulness what it is. For example, under the seventeenth section of the Statute of Frauds, he devotes eleven pages to a discussion of the series of English cases upon the distinction between contracts of sale and those for work and labor. From his silence as to other jurisdictions, one would naturally infer

that Lee *v.* Griffin had settled this question for the entire English speaking world. There is no reference, even in a footnote, to the fact that the rule of Lee *v.* Griffin is in general not followed in the United States.

In view of the author's evident ability, his good will to the Law School, and the prominent mention which he makes of his previous relations to it, we regret that we cannot give this book a heartier welcome.

P. S. A.

THE FEDERAL POWER OVER COMMERCE, by William Draper Lewis, Ph. D. Philadelphia: University of Pennsylvania Press, 1892. pp. xvi and 145.

Every student of Constitutional law will gladly welcome this little treatise on the "Commerce Clause" of the United States Constitution. It presents the subject in a bright and systematic fashion, tracing the historical development of the law through the many Supreme Court decisions, and pointing out clearly wherein the principles laid down by the court in its earlier days have later been extended, modified, or abandoned. No one who has tried to reconcile to his own mind the seemingly conflicting decisions on interstate commerce will fail to recognize the amount of study involved in this little volume. Mr. Lewis is to be congratulated on his success in putting the law on this subject in so definite and satisfactory a form.

F. B. J.

THE NEW EMPIRE, by O. A. Howland. New York: The Baker and Taylor Co., 1891.

Mr. Howland's object is to urge the advantages to be derived from the creation of an International Supreme Court for the determination of differences that may arise between Great Britain and the United States. It is to be regretted that he has not made an argument for the practicability of such a tribunal worthy of his admirable exposition of its benefits. If the two governments are to exist for purely municipal purposes, an executive must be found to enforce the decisions of this quasi-federal court, and an Anglo-American Legislature will be needed to prescribe rules for the executive. The practical objections to the plan are as insurmountable to-day as in the time of Sam Adams.

G. T. H.